

User Agreement for Stinger DSI Computer

NOTE: PLEASE READ THIS USER AGREEMENT ("AGREEMENT") CAREFULLY AND IN ITS ENTIRETY BEFORE PUTTING THE STINGER DSI COMPUTER AND CORRESPONDING SOFTWARE INTO USE. BY USING THE DSI COMPUTER AND CORRESPONDING SOFTWARE, YOU AGREE IRREVOCABLY AND UNCONDITIONALLY WITH THE CONDITIONS OF THE AGREEMENT DRAWN UP BETWEEN YOU AND CARCOMPUTER BV (HEREINAFTER TO BE REFERRED TO AS "STINGER"). IF YOU DO NOT AGREE WITH THE CONDITIONS OF THIS AGREEMENT, YOU SHOULD PUT INTO USE THE STINGER DSI COMPUTER AND CORRESPONDING SOFTWARE.

1. Disclaimer

You hereby declare that you are aware of the fact that Stinger neither implicitly nor explicitly encourages and/or enables any breach to the currently applicable law and regulations. You expressly agree that it is your responsibility at all times to remain informed of all currently applicable laws and regulations, and that it is solely your responsibility and obligation to comply with these laws and regulations. You expressly agree that you shall not hold Stinger liable or responsible for the unauthorised, unlawful and/or illegal use of Stinger DSI Computer and corresponding software, nor for any other violation of the currently applicable laws and regulations committed by you.

You declare that you shall not hold Stinger liable for any personal injury, injury or damage of a third party, directly or indirectly. Neither shall you hold Stinger liable for damages as a result of loss of turnover, loss of data or interference to business operations, or for any other commercial and/or tax loss as a result of, or related to, your use or inability to put into use the Stinger DSI Computer and/or corresponding Stinger software, irrespective of cause, and irrespective of the grounds for liability (non-compliance, unlawful act or otherwise), even if Stinger could have been aware of the likelihood of damage.

You declare that you shall not hold Stinger liable for any form of ensuing and/or consequential damage. You expressly agree with article 7.21 BW (Dutch Civil Law Code) not being applicable.

2. Software licence agreement

You hereby declare to agree and be familiar with the contents of the "DSI Computer Software licence agreement" governing all Stinger DSI Computer software. See the "Software licence agreement for Stinger DSI Computer" included with the DSI Computer.

3. Warranty conditions

You agree with the following warranty conditions:

(a) Two year warranty coverage

Stinger warrants the end user of the Stinger DSI Computer against defects in materials and workmanship for a period of two (2) years after the date of the original retail purchase from a channel authorised by Stinger, provided the hardware product is completely new and unused at the time of purchase. Stinger warrants the end user of the Stinger DSI Computer against defects in materials and workmanship for a period of six (6) months after Stinger has repaired a component of the Stinger DSI Computer.

(b) Stinger chooses the solution

If a defect exists, at its option Stinger will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

(c) Required information

If you want a warranty repair to be performed you will need to send the 'problem component' of your DSI Computer, together with a description of the problem, to Stinger (possibly via you're your Stinger dealership). You will need to submit the following information: Name, address and phone number, as well as your proof of purchase of the original product. The proof of purchase needs to contain the purchase date, a product description and the relevant Stinger serial numbers.

(d) Warranty for Stinger hardware only

This warranty applies only to hardware products manufactured by or for Stinger that can be identified by the "Stinger" trademark, trade name, or logo affixed to them. This warranty does not apply to any non-Stinger hardware products or any software, even if packaged or sold with Stinger hardware. Non-Stinger manufacturers, suppliers, or publishers may provide their own warranties.

(e) No warranty for installation and deinstallation

The installation and deinstallation of (components of) the Stinger DSI Computer will not be covered under this warranty. Stinger shall never compensate the costs associated with the installation or deinstallation of the Stinger DSI Computer.

(f) No warranty for software

Software and computer programs that come with and/or are part of the Stinger DSI Computer are not covered under this warranty. Refer to the Stinger Software License Agreement for more information.

(g) Exclusions for warranty

This warranty does not apply to products or part of products with: (a) damage caused by accident, abuse, misuse, misapplication, or non-Stinger products; (b) damage caused by service (including upgrades and expansions) not performed by Stinger or an official Stinger dealer; (c) modifications performed without the written permission of Stinger; or (d) removed or defaced Stinger serial numbers.

(h) Exclusive warranty

This warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Stinger specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. No Stinger reseller, agent, or employee (other than a Stinger director) is authorised to make any modification, extension, or addition to this warranty.

(i) No liability

Stinger cannot be held responsible for direct, special, incidental or consequential damage arising from inobservance of the guarantee provisions in this agreement or only legal theory, including, but not limited to loss of profit, production jammings, goodwill, damage to or replacement of equipment and property, costs of repair, reprogramming and reproducing of programmes and data which are part of or are used in combination with Stinger products, and any violation of the confidentiality of data which have been stored on the concerning product. Stinger state explicitly that that it cannot be guaranteed a product under this warranty can be repaired, that programmes or data cannot be lost during the service or replacement of product and within the framework of this warranty. Stinger's aggregate liability in respect of any single event or series of events whether as a result of negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered product determined by the net invoiced price.

4. Governing law and divisibility

This agreement will be governed by E.U. and Dutch law. Any dispute that might arise between you and Stinger will be resolved by the competent court in Amsterdam, The Netherlands. Should any stipulation of this agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this agreement shall remain in full force.

5. Complete agreement

This agreement contains the complete agreement between Stinger and the end user pertaining to the use of the Stinger DSI Computer and the applicable warranty conditions and, with regard to the use of the DSI Computer and the warranty conditions, shall prevail over all previous or simultaneous agreements pertaining to this issue. With regard to the software supplied with the Stinger DSI computer is governed by the provisions of the 'DSI Computer software licence'. Any amendments or alterations to this agreement are only valid insofar as they have been drawn up in writing and signed by a Stinger board member.

6. Language

This agreement has been translated into several languages to satisfy local requirements. In the event of discrepancies between the Dutch version and other versions, the Dutch version of the agreement shall apply.